

David M. Cook, Bar # 7043
Attorney for the Debtors
716 East 4500 South, Ste. N240
Salt Lake City, UT 84107
Phone: (801) 264-0699
Fax: (801) 438-7867
E-mail: cook@utlawyer.net

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

IN RE: Allen Kerr
Gina Torres

Bankruptcy No. 12-29200
Chapter 13
Filed Electronically

Address: 270 S 450 W, Layton, UT 84041
Last four digits of Social Security No:
xxx-xx-0451 and xxx-xx-1518

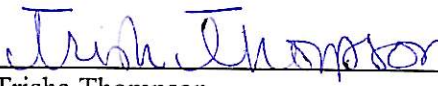
Debtor(s).

**DECLARATION OF TRISHA THOMPSON, REAL ESTATE AGENT AND LISTING
AGREEMENT**

I, Trisha Thompson, under penalty of perjury, depose and state the following:

- a I am seeking to be appointed as real estate agent for Debtors in connection with the short sale of his one-interest in the property located at 270 S 450 W, Layton, UT 84041.
- b I am a duly actively licensed real estate agent employed by **ReMax, LLC**.
- c I am a disinterested party and I do not hold or represent any interests adverse to the estate or to the Debtors, as I represent only the Debtors and have no affiliation with any creditor.
- d My listing agreement is attached.

DATED this 6 day of May, 2015.



Trisha Thompson



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE



THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between RE/MAX Metro Layton (the "Company") and _____ (the "Seller").

1. TERM OF LISTING. The Seller hereby grants to the Company, including Trish Thompson (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 16 below, and ending at 5:00 P.M. (Mountain Time) on the 8-7-15 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: 270 S 450 W (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

2. BROKERAGE FEE. If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$ _____ or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

3. PROTECTION PERIOD. If within 1 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

4. SELLER WARRANTIES/DISCLOSURES. The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

5. AGENCY RELATIONSHIPS.

5.1 Duties of a Seller's Agent. By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

5.2 Duties of a Limited Agent. The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other

– for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

6. PROFESSIONAL ADVICE. The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company.

7. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

8. ATTORNEY FEES/GOVERNING LAW. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9. ADVERTISING/SELLER AUTHORIZATIONS. The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
☒ County Records ☐ Appraisal ☐ Building Plans ☐ Other (explain) _____
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

10. PERSONAL PROPERTY. The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

11. ATTACHMENT. The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there ☐ ARE ☐ ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

12. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.

13. ELECTRONIC TRANSMISSION & COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

14. DUE-ON-SALE. Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

15. ENTIRE AGREEMENT. This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

16. EFFECTIVE DATE. This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

THE UNDERSIGNED hereby agree to the terms of this Listing Agreement.


(Seller's Signature)

(Address/Phone)

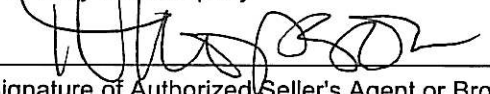
10/27/14
(Date)

(Seller's Signature)

(Address/Phone)

(Date)

ACCEPTED by the Company

by: 
(Signature of Authorized Seller's Agent or Broker)
Trish Thompson

10/7/14
(Date)

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UAR FORM 8

Single Family, Condo, Mobile, Recreational, P.U.D.

Fields marked with an * are required

RES

Previous MLS# _____

PROPERTY LOCATION

Pricing Information

List Price* \$ _____

Short Sale*

☒ Not Short Sale

☒ Price Subject to 3rd Party Approval

☐ Price Previously Approved by 3rd Party

☐ Offer Under 3rd Party Review

Address Information

Non-Standard Address (See Directions) ☐

House Number* 2705-450w

Street Name or Number *

Street Type _____

Quadrant* ☐ NW ☐ NE

☐ SW ☐ SE

Zip* 84041

County* Davis

Project / Subdivision Carriage

Zoning _____

Unit Number _____

☐ N ☐ S ☐ E ☐ W

☐ N ☐ S ☐ E ☐ W

North / South

East / West

City* Layton

State* Utah

School Information

School District* Davis

Elementary School* Layton

Junior High School* Fairfield

High School* Layton

Private School _____

Other School _____

HOA Information

HOA Fee \$ _____ ☐ Monthly ☐ Quarterly ☐ Annually

HOA Contact _____

HOA Contact Phone _____ ☐ Voice ☐ TDD

☐ Project Restrictions

☐ Senior Community

☐ Maintenance Fee

SITE LOCATION

Tax / Parcel Information

☒ Assigned Parcel # OR* Taxes \$ 1850

Tax Parcel Number* 11-342-0002

☐ P.U.D.

Property Type* ☒ Single Family ☐ Condominium ☐ Mobile (w/o land)

☐ Recreational ☐ Townhouse ☐ Twin

Style* ☐ 2-Story

☐ A-Frame

☐ Basement

☐ Bungalow/Cottage

☐ Cabin

☐ Manufactured

☐ Mobile

☒ Rambler/Ranch

☐ Split-Entry/Bi-Level

☐ Tri/Multi-Level

☐ Tudor

☐ Victorian

☐ Condo, High Rise

☐ Condo, Main Level

☐ Condo, Middle Level

☐ Condo, Top Level

☐ Townhouse, Row-End ☐ Townhouse, Row-Mid ☐ See Remarks

Year Built* _____ Effective Year Built _____

Construction Status* ☐ Built/Standing ☐ Under Construction ☐ To Be Built

Water Shares _____

Parking

Garage Parking Carport _____ Capacity _____

Parking Capacity _____

R.V. Parking Height _____ R.V. Parking Length _____

Lot Dimensions

Acres* _____ Frontage _____

Frontage Facing ☐ N ☐ S ☐ E ☐ W ☐ NE ☐ SE ☐ NW ☐ SW

Side _____ Back _____ ☐ Irregular Shape

Deck _____

Patio _____

Basement Information

Basement Type* ☐ None/Crawl Space ☐ Daylight ☐ Entrance

☐ Full ☐ Partial ☐ Shelf ☐ Slab ☐ Walkout ☐ See Remarks

Basement Finished* _____

	APPROXIMATE SQ FT	BEDROOMS (MASTER)	BATH	FAMILY	DEN	FORMAL LIVING ROOM	KITCHEN/DINING	LAUNDRY	FIREPLACE
Level 4 (4th Floor)		()							
Level 3 (3rd Floor)		()							
Level 2 (2nd Floor)	<u>1595</u>	()							
Level 1 (Main Floor)	<u>1000</u>	<u>3</u> (X)	<u>2</u>				<u>1</u>	<u>1</u>	<u>1</u>
Basement	<u>1000</u>	<u>2</u> ()	<u>1</u>						
Totals (System Entered)	<u>3124</u>	<u>5</u>	<u>3</u>						

LISTING OFFICE LOCATION

Listing Date* 10/8/14 Expiration Date* _____

Owner Name _____

☐ REO / Foreclosure / Bank Owned ☐ HUD Owned ☐ Owner / Agent

Contact Type ☒ Agent ☐ Owner ☐ Secretary

Contact for Appointments & Access _____

Contact Phone 1 801-510-5468 ☐ Voice ☐ TDD

Contact Phone 2 _____ ☐ Voice ☐ TDD

Listing Type* ☐ EAL ☐ ERS

Photo Instructions* ☐ Under Construction ☐ I Will Provide

☐ To Be Built

Dual/VAR Rate* ☐ Yes ☐ No

Seller's Initials WJ Date 10/7/14

REV 04/14

Compensation Offered* BAC _____ BAC Based on* ☐ Gross ☐ NET

Possession _____

☐ Publicly Searchable

Listing Agent Information

Agent Public ID* _____ Co-Agent Public ID* _____

Agent Name _____

Co-Agent Name _____

Office License ID# _____

Office Name _____

The Information In gray will be supplied by the WFR Membership Database (Completion Optional)

Seller's Initials _____ Date _____

Accessibility Features

Recommended Maximum 8"

- ☐ 32" wide doorways
☐ 36" wide hallways
☐ Access to elec. Outlets
☐ Audible alerts
☐ Ceiling lift system
☐ Elevator
☐ Frnt-cntrl'd stove / oven
☐ Fully accessible
☐ Grab bars
☒ Ground level
☐ Modified kitchen
☐ No-step entry
☐ Porch lift
☐ Ramp
☐ Roll-in shower
☐ Single level living
☐ Stair lift
☐ Universal design
☐ Visible alerts
☐ VISIBLE
☐ Wheelchair access
☐ See remarks

Air Conditioning

Recommended Maximum 2"

- ☒ Central Air, Electric
☐ Central Air, Gas
☐ Evap. Cooler, Roof
☐ Evap. Cooler, Window
☐ Geothermal
☐ Heat Pump
☐ Natural Ventilation
☐ Refrig. Air, Window
☐ Seer 16 Or Higher
☐ Solar - Active
☐ Solar - Passive
☐ See Remarks

Amenities

Recommended Maximum 5"

- ☐ Cable TV Available
☐ Cable TV Wired
☐ Clubhouse
☒ Electric Dryer Hookup
☒ Exercise Room
☐ Gas Dryer Hookup
☐ Gated Community
☐ Home Warranty
☐ Park / Playground
☐ Sauna / Steam Room
☐ Swimming Pool
☐ Tennis Court
☐ Workshop
☐ See Remarks

Animals

Pick Only 1

- ☐ None
☐ Pets < 20 Lbs.
☐ Pets 20 - 75 Lbs.
☐ Pets > 75 Lbs.
☐ Livestock
☐ See Remarks

Driveway / Access

Recommended Maximum 2"

- ☐ Asphalt
☐ Circular
☐ Common Drive
☒ Concrete
☐ Dirt
☐ Gravel
☐ See Remarks

Environmental Certs

Recommended Maximum 3"

- ☐ Built Green
☐ Energy Star
☐ Home Energy Rating
☐ Lead
☐ See Remarks

Exterior

Recommended Maximum 3"

- ☒ Aluminum / Vinyl
☐ Asbestos Shingles
☒ Asphalt Shingles
☒ Brick
☐ Cedar / Redwood
☐ Cement Board
☐ Cinder Block
☐ Clapboard / Masonite
☐ Composition
☐ Concrete / Glass
☐ Container
☐ Frame
☐ Insulated Concrete Forms
☐ Log
☐ Sips Panel
☐ Stone
☐ Straw Bale
☐ Stucco
☐ See Remarks

Exterior Special Features

Recommended Maximum 10"

- ☐ Atrium
☐ Attic Fan
☐ Awnings
☐ Balcony
☐ Barn
☐ Basement Entrance
☐ Bay Box Windows
☐ Deck, Covered
☒ Double Pane Windows
☐ Entry (Foyer)
☐ Greenhouse Windows
☐ Horse Property
☐ Out Buildings
☒ Outdoor Lighting
☒ Patio, Covered
☐ Porch, Open
☐ Porch, Screened
☐ Secured Building
☐ Secured Parking
☐ Skylights
☐ Sliding Glass Doors
☐ Stained Glass Windows
☐ Storm Doors
☐ Storm Windows
☐ Triple Pane Windows
☒ Walk Out
☐ See Remarks

Page 6 of 10

Recommended Maximum 3"

- ☐ Bamboo
☒ Carpet
☐ Cork
☒ Hardwood
☐ Laminate
☐ Linoleum
☐ Marble
☐ Natural Rock
☐ Slate
☐ Tile
☐ Travertine
☐ Vinyl
☐ See Remarks

Garage / Parking

Recommended Maximum 4"

- ☒ 2 Car Deep (Tandem)
☒ Attached
☐ Built-in
☐ Detached
☐ Extra Height
☐ Extra Length
☐ Extra Width
☐ Heated
☒ Opener
☐ Parking, Covered
☐ Parking, Uncovered
☐ RV Parking
☐ Storage Above
☐ Workbench
☐ Workshop
☐ See Remarks

Heating

Recommended Maximum 3"

- ☐ 95% Efficiency Or Higher
☐ Electric
☐ Electric, Baseboard
☒ Electric, Radiant
☐ Forced Air
☐ Gas, Central
☐ Gas, Radiant
☐ Gas, Stove
☐ Geothermal
☐ Gravity Heater
☐ Heat Pump
☐ Heat Recovery
☐ Hot Water
☐ Hydronic
☐ Oil
☐ Propane
☐ Solar - Active
☐ Solar - Passive
☐ Space Heater
☐ Steam
☐ Wall Heater
☐ Wood Burning
☐ See Remarks

Inclusions / Exclusions

Pick Up To 10"

- | Include | Exclude |
|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> Alarm System |
| <input type="checkbox"/> | <input type="checkbox"/> Basketball Standard |
| <input type="checkbox"/> | <input type="checkbox"/> Ceiling Fan |
| <input type="checkbox"/> | <input type="checkbox"/> Compactor |
| <input type="checkbox"/> | <input type="checkbox"/> Dishwasher, Portable |
| <input type="checkbox"/> | <input type="checkbox"/> Dog Run |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Dryer |
| <input type="checkbox"/> | <input type="checkbox"/> Electric Air Cleaner |
| <input type="checkbox"/> | <input type="checkbox"/> Fireplace Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> Fireplace Insert |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Freezer |
| <input type="checkbox"/> | <input type="checkbox"/> Gas Grill / BBQ |
| <input type="checkbox"/> | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> | <input type="checkbox"/> Hot Tub |
| <input type="checkbox"/> | <input type="checkbox"/> Humidifier |
| <input type="checkbox"/> | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> | <input type="checkbox"/> Play Gym |
| <input type="checkbox"/> | <input type="checkbox"/> Projector |
| <input type="checkbox"/> | <input type="checkbox"/> Range |
| <input type="checkbox"/> | <input type="checkbox"/> Range Hood |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Refrigerator |
| <input type="checkbox"/> | <input type="checkbox"/> Satellite Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> Satellite Dish |
| <input type="checkbox"/> | <input type="checkbox"/> Storage Sheds |
| <input type="checkbox"/> | <input type="checkbox"/> Swing Set |
| <input type="checkbox"/> | <input type="checkbox"/> Trampoline |
| <input type="checkbox"/> | <input type="checkbox"/> TV Antenna |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Washer |
| <input type="checkbox"/> | <input type="checkbox"/> Water Softener, Own |
| <input type="checkbox"/> | <input type="checkbox"/> Water Softener, Rent |
| <input type="checkbox"/> | <input type="checkbox"/> Window Coverings |
| <input type="checkbox"/> | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> | <input type="checkbox"/> Workbench |
| <input type="checkbox"/> | <input type="checkbox"/> See Remarks |

*Gasline
TO BBQ
leaving BBQ*

Seller's Initials

Date

Seller's Initials

Date

Interior Special Features

Recommended Maximum 10*

- ☐ Accessory Apartment
☐ Alarm, Fire
☐ Alarm, Security
☐ Bar, Dry
☐ Bar, Wet
☐ Basement Apartment
☐ Bath, Master
☒ Bath, Sep. Tub / Shower
☒ Central Vacuum
☒ Closet, Walk-in
☒ Den / Office
☒ Dishwasher, Built-in
☐ Disposal
☐ Floor Drains
☒ French Doors
☐ Gas Log
☐ Granite Countertops
☐ Great Room
☐ Instantaneous Hot Water
☐ Intercom
☒ Jetted Tub
☐ Kitchen, Second
☐ Kitchen, Updated
☐ Laundry Chute
☐ Low Voc Finishes
☐ Mother-in-law Apt.
☐ Oven, Double
☐ Oven, Gas
☐ Oven, Wall
☐ Range, Countertop
☐ Range, Down Vent
☐ Range, Gas
☒ Range / Oven, Built-in
☐ Range / Oven, Free Stndg.
☐ Silestone Countertops
☐ Theater Room
☒ Vaulted Ceilings
☐ See Remarks

Landscaping

Recommended Maximum 5*

- ☐ Fruit Trees
☒ Landscaping, Full
☐ Landscaping, Part
☒ Mature Trees
☐ Pines
☐ Scrub Oak
☐ Stream
☐ Terraced Yard
☐ Vegetable Garden
☐ Waterfall
☐ Xeriscaped
☐ See Remarks

Lot Facts

Recommended Maximum 10*

- ☐ Additional Land Available
☐ Adjacent to Golf Course
☐ Corner Lot
☐ Cul-de-sac
☐ Curb & Gutter
☐ Drip Irrigation, Auto-full
☐ Drip Irrigation, Auto-part
☐ Drip Irrigation, Manual-full
☒ Drip Irrigation, Manual-part
☒ Fenced, Full
☐ Fenced, Part
☐ Greywater Collection
☐ Pervious Paving
☐ Private
☐ Rainwater Collection
☐ Road, Paved
☐ Road, Unpaved
☐ Secluded Yard
☒ Sidewalks
☒ Sprinkler, Auto-full
☐ Sprinkler, Auto-part
☐ Sprinkler, Manual-full
☐ Sprinkler, Manual-part
☐ Terrain, Flat
☐ Terrain, Grad Slope
☐ Terrain, Hilly
☐ Terrain, Mountain
☐ Terrain, Steep Slope
☐ View, Lake
☐ View, Mountain
☐ View, Valley
☐ Wooded
☐ See Remarks

Pool Features

Recommended Maximum 3*

- ☐ Above Ground
☐ Concrete / Gunite
☐ Electronic Cover
☐ Fenced
☐ Fiberglass / Vinyl
☐ Heated
☐ In Ground
☐ Indoor
☐ With Spa
☐ See Remarks

Roof

Recommended Maximum 2*

- ☐ Aluminum
☒ Asbestos Shingles
☒ Asphalt Shingles
☐ Bitumen
☐ Composition
☐ Fiberglass
☐ Flat
☐ Metal
☐ Pitched
☐ PVC
☐ Rolled-silver
☐ Rubber (Epdm)
☐ Stone
☐ Tar / Gravel
☐ Tile
☐ Wood Shake Shingles
☐ See Remarks

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Recommended Maximum 3*

- ☐ Agent Has Key
☒ Appt / Use Key Box
☐ Call / Use Key Box
☐ Call Agent / Appt
☐ Call Owner / Appt
☐ Call Tenant / Appt
☐ Key At List Office
☐ Key Box, Electronic
☐ Key Box, Mechanical
☐ Knock / Use Key Box
☐ Vacant
☐ See Agent Remarks

Storage

Recommended Maximum 3*

- ☒ Basement
☐ Carport
☒ Garage
☐ Patio
☒ Shed
☐ See Remarks

Telecommunications

Recommended Maximum 4*

- ☐ Broadband Cable
☐ DSL
☐ Ethernet, Wired
☐ Fiber Optics
☐ ISDN
☐ Multiple Phone Lines
☐ T-1 Line
☐ Wireless Broadband
☐ See Remarks

Terms

Recommended Maximum 10*

- ☐ Assumption, Qualify
☐ Assumption, Simple
☐ Available T
☐ Rent
☒ Cash
☐ Commercial Fin. Req.
☒ Conventional
☐ Down Payment Assist.
☐ Exchange
☒ \$ Equity For Exchange Only
☒ FHA
☐ Lease Option
☐ Monthly
☐ Yearly
☐ Owner 2nd
☐ Seller Finance
☐ Seller Will Subordinate
☒ VA
☐ See Remarks

Utilities

Recommended Maximum 5*

- ☐ Gas, Available
☒ Gas, Connected
☐ Gas, Not Available
☐ Gas, Not Connected
☐ Power, Available
☒ Power, Connected
☐ Power, Not Available
☐ Power, Not Connected
☐ Sewer, Available
☒ Sewer, Connected
☐ Sewer, Not Available
☐ Sewer, Not Connected
☐ Sewer, Private
☐ Sewer, Public
☐ Sewer, Septic Tank
☐ Water, Available
☒ Water, Connected
☐ Water, Not Available
☐ Water, Not Connected
☐ See Remarks

Water

Recommended Maximum 3*

- ☒ Culinary
☐ Irrigation
☐ Irrigation, Pressure
☐ Private
☐ Rights, Owned
☐ Rights, Rented
☐ Secondary
☐ Shares
☐ Spring
☐ Well
☐ See Remarks

Window Coverings

Recommended Maximum 3*

- ☒ Blinds
☐ Draperies
☐ Full
☐ None
☐ Part
☒ Plantation Shutters
☐ Shades
☐ See Remarks

Zoning

Recommended Maximum 3*

- ☐ Agricultural
☐ Commercial
☐ Indust. / Manufact.
☐ Res. - Multi Family
☐ Res. - Single Family
☐ See Remarks

Seller's Initials

REV 04/14

Date

10/7/14

Seller's Initials

Date

Agent Remarks

Directions / Non-Standard Address

Exclusions Remarks

HOA Remarks

The Undersigned is the owner of the real property described in this Listing Input Form ("Owner") and hereby acknowledges receipt of completed copies of this document, (Form B, 4 pages) and the Exclusive Right to Sell Listing Agreement.

Owner acknowledges that Wasatch Front Regional Multiple Listing Service, Inc. ("WFRMLS") maintains a multiple listing service database for brokers and agents, and others (the "MLS Database"), and a database of listings which is available to the public (the "IDX Database"). Owner consents to WFRMLS including all of the information included in this Listing Input Form (the "Listing") in the MLS Database and the IDX Database, and any modifications of the MLS Database and IDX Database, the licensing of the MLS Database and IDX Database to any third party, disclosure and public display of the Listing, and any other lawful use of the Listing by WFRMLS. Owner hereby irrevocably assigns and transfers to WFRMLS all right, title, and interest in and to any copyright rights and other intellectual property rights, and any actions and causes of action related to the foregoing, and any damages, profits and other recoveries related thereto, which Owner may have or acquire in and to the Listing and any and all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property that are associated with the Listing and any changes thereto ("Listing Content").

Owner represents and warrants to WFRMLS that the information contained herein is correct and that the Listing, Listing Content, and the assignment of rights to WFRMLS set forth above does not violate or infringe upon the rights, including any intellectual property rights, of any person or entity. Owner agrees to indemnify and hold harmless WFRMLS against all damages, costs and liabilities, including reasonable attorney fees, arising from any claim that the Listing, Listing Content, or any portion thereof infringes the rights of any third party.

Owner's Signature

REV 04/14

Owner's Signature

FORM B - RES PAGE 4 OF 4



ADDENDUM NO. 1
TO
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY
DISCLOSURE (SHORT SALE)

THIS IS AN ADDENDUM to that EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE (the "Listing Agreement") entered into on the 8th day of October, 2014, between Allen S Kerr, the "Seller", and RE/MAX Metro Layton (the "Company"), regarding the Property located at: 270 S 450 W Layton (the "Property"). The following terms are hereby incorporated as part of the Listing Agreement, and to the extent these terms modify or conflict with any provisions of the Listing Agreement, these terms shall control.

1. Acknowledgement of Short Sale Disclosure. Seller acknowledges that Seller has received from the Company a form entitled Short Sale Disclosure (the "Short Sale Disclosure"). Seller acknowledges that Seller has read, understands, and agrees with the information contained in the Short Sale Disclosure.

2. Third Parties Considerations. Seller acknowledges that a Short Sale is subject to Third Party approval. Third Parties ("Third Parties") may impose conditions prior to approval of a Short Sale, including, but not limited to: (a) the Third Parties obtaining a broker price opinion or appraisal; (b) requiring Seller to demonstrate financial hardship; (c) requiring Seller to provide copies of tax returns, pay stubs, assets, and other financial information.

3. Seller Authorizations. Seller authorizes the Company to:

- (a) Advertise the Property as a Short Sale in all marketing materials prepared by the Company;
- (b) Advertise the Property as a Short Sale on the MLS (in accordance with the MLS rules and regulations);
- (c) Continue to advertise the Property for sale on the MLS (in accordance with the MLS rules and regulations) until approval of the Short Sale by the Third Parties;
- (d) Contact the Third Parties to obtain lien payoff amounts or other related information regarding the Short Sale;
- (e) Communicate directly with the Third Parties on Seller's behalf; and
- (f) Provide to the Third Parties such disclosures, information, and documentation requested by the Third Parties for the purpose of obtaining approval of the Short Sale.

4. Seller Acknowledgements. Seller acknowledges the following:

- (a) If the Third Parties agree to a Short Sale, then (i) Seller may not receive any sales proceeds at Closing; (ii) Seller may be required by the Third Parties to bring some of Seller's own funds to Settlement; (iii) the Third Parties may seek a deficiency judgment against Seller or pursue other collection efforts to recover any loss incurred by the Third Parties in accepting the Short Sale; and (iv) even if the Third Parties elect not to pursue a deficiency judgment, any Short Sale discount accepted by the Third Parties may be reported to the IRS by the Third Parties as taxable income to Seller;
- (b) If the Third Parties refuse to approve the Short Sale, the Property may go into foreclosure and Seller may lose all legal and financial interest in the Property;
- (c) A Short Sale transaction may have a negative impact on Seller's credit rating even if the foreclosure process has not officially begun, or once begun, is not completed;
- (d) Upon marketing the Property as a Short Sale, Seller may receive one or more offers for the purchase of the Property, but the Third Parties may require that only one offer be presented to the Third Parties for approval;
- (e) There are other legal and financial options that Seller may want to consider with legal counsel and tax advisors rather than a Short Sale, including, but not limited to: (i) negotiating a loan modification; (ii) refinancing; (iii) bankruptcy; (iv) foreclosure; or (v) a deed in lieu of foreclosure;
- (f) The Company has no control over the decision of the Third Parties to accept a Short Sale, or over the timing associated with that decision;
- (g) Seller agrees to hold the Company harmless from acts or omissions of the Third Parties;
- (h) If the Third Parties do not cooperate or fail to communicate with the Company, the Company may cancel this Listing Agreement by providing written notice to Seller;
- (i) If the Property is conveyed to any mortgage insurer or lien holder during the term of this Listing Agreement, then in such event, Seller or the Company may cancel this Listing Agreement prior to its expiration by providing written notice to the other party;
- (j) The brokerage fees referenced in this Listing Agreement are subject to the Third Parties approval; and

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(k) Seller is advised by the Company to consult with legal counsel and other professionals as provided in Section 5 below.

(l) If the Listing Period referenced in Section 2 of the Listing Agreement expires prior to Third Party Approval, as defined in Section 2 of the Short Sale Addendum, Seller and the Company agree that the Listing Period shall automatically be extended until the Third Party Approval Deadline, as defined in Section 4 of the Short Sale Addendum, unless otherwise cancelled by the Company in accordance with the terms and conditions of the Listing Agreement.

5. Advice to Consult with Legal Counsel and Other Professionals. Seller has been advised by Seller's Agent and the Company that: (a) there may be significant legal and tax consequences, and negative credit rating impacts associated with entering into a Short Sale; (b) Seller is strongly encouraged by the Company and the Seller's Agent that before agreeing to a Short Sale, and entering into any agreement with the Third Parties, as defined in the Short Sale Disclosure, Seller should obtain and carefully evaluate professional advice from legal counsel and tax advisors to assure that Seller fully understands and accepts the legal and tax consequences of entering into an agreement and completing a Short Sale. Seller acknowledges and agrees that Seller is not relying on Seller's Agent or the Company regarding any interpretation of the legal and tax consequences of a Short Sale transaction.

ALL OTHER TERMS of the Listing Agreement, not modified by this ADDENDUM shall remain the same. Seller acknowledges that Seller has read, understands, and agrees to the terms of this Addendum.


(Seller Signature)

10/7/14
(Date)

(Seller Signature)

(Date)

ACCEPTED by the Company:

by: 
(Signature of Authorized Seller's Agent or Broker)

10/7/14
(Date)

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